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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----X
AL-ALAMIYAH FOR MANUFACTURING
TEMPERED GLASS CO.,

Plaintiff,

- against -

M/V MSC CAROLINA, her engines, tackle, boiler, etc.,
in rem, MEDITERRANEAN SHIPPING COMPANY
S.A. and CAROLINA, *in personam*,

Defendants.
-----X

Index No.

07 CIV. 10285
(HB)

COMPLAINT

The plaintiff herein, by its attorneys, Hill Rivkins & Hayden LLP, complaining of the above named vessel and defendants, alleges upon information and belief:

FIRST: This Court has jurisdiction pursuant to 28 U.S.C. 1331(a) in that this is an admiralty and maritime claim within the meaning of Rule 9(h) of the Federal Rules of Civil Procedure.

SECOND: At and during all times hereinafter mentioned, plaintiff had and now has the legal status and principal office and place of business stated in Schedule A hereto annexed and by this reference made a part hereof.

THIRD: At and during all the times hereinafter mentioned, defendants had and now have the legal status and offices and places of business stated in Schedule A, and were and now are engaged in business as common carriers of merchandise by water

for hire, and owned, operated, managed, chartered and controlled the above named vessel.

FOURTH: On or about the date and at the port of shipment stated in Schedule A, there was delivered to the vessel and defendants in good order and condition the shipment described in Schedule A, which the said vessel and defendants received, accepted and agreed to transport for certain consideration to the port of destination stated in Schedule A, under MSC bill of lading MSCUHS806522, Container GCEU4450677 & MSCU2509950, MSC Claim 6074.

FIFTH: Thereafter, the said vessel arrived at the port of destination described in Schedule A where the cargo was not delivered in the same good order and condition in which it was received.

SIXTH: Defendants, by reason of the premises, breached their duties to the plaintiffs as common carriers by water for hire and were otherwise at fault.

SEVENTH: Plaintiff was the shipper, consignee or owner or otherwise had a proprietary interest of and in the cargoes as described in Schedule A, and brings this action on its own behalf and, as agent and trustee, on behalf of and for the interest of all parties who may be or become interested in the said shipment, as their respective interests may ultimately appear, and plaintiff is entitled to maintain this action.

EIGHTH: Plaintiff has duly performed all duties and obligations on its part to be performed.

NINTH: By reason of the premises, plaintiff has sustained damages nearly as same can now be estimated, no part of which has been paid, although duly demanded, in the amount of \$25,000.00

WHEREFORE, plaintiff prays:

1. That process in due form of law according to the practice of this Court may issue against defendants.
2. That if defendants cannot be found within this District, that all of their property within this District be attached in the sum set forth in this complaint, with interest and costs.
3. That a decree may be entered in favor of plaintiff against defendants for the amount of plaintiff's damages, together with interest and costs.
4. That process in due form of law according to the practice of this Court may issue against the aforesaid named vessel.
5. Plaintiff further prays for such other, further and different relief as this Court may seem just and proper in the premises.

Dated: New York, New York
November 13, 2007

HILL RIVKINS & HAYDEN LLP
Attorneys for Plaintiff

By: 

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SCHEDULE A

Plaintiff: Al-Alamiyah For Manufacturing Tempered Glass Co.
Salmiya, 22007
Kuwait

Defendants: Mediterranean Shipping Company S.A.
420 Fifth Avenue
New York, New York 10018

Carolina
c/o Mediterranean Shipping Company S.A.
420 Fifth Avenue
New York, New York 10018

Date of Shipment: January 18, 2007

Port of Loading: Houston

Port of Discharge: Kuwait

Shipper: Intraco Corporation

Consignee: To Order

Notify: Al-Alamiyah For Manufacturing Tempered Glass Co.

Description of Shipment: 22 Cases Float Glass

Nature of Loss or Damage: Physical damage